Terms and Conditions

These Terms and Conditions (hereinafter also referred to as 'Terms and Conditions', 'the T&C' or 'T&C') are applicable for your Use of the Website – www.hatchworksvc.com (hereinafter referred to as "Website" or "the Website") and/or its internal links and/or platforms, accessible within the Website from any device and any operating system or platform. The Website is developed and maintained by SPECTRE Trading Llimited, a company incorporated in Saint Vincent and Grenadines (SVG), with company number 25113 IBC 2018, (hereinafter referred to as "Us" or "We" or "Company" or "Our(s)" or "Ourselves"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

All external links which might be accessible from the Website or other Hatchnet Platforms may or will have their own terms and conditions, usage and privacy policies and We and Our Affiliates and Partners do not control them and bear no responsibility for any consequence arising from their usage. Any Trademarks or Registered Trademarks used in this document belong to the respective owners and no claims are made over the same.

Definitions

Unless mentioned otherwise, the following terms will have the meaning ascribed to them below:

<u>Affiliate(s)</u> and <u>Partner(s)</u>, means any Company or Person or Organisation who is related to Us as a business partner/ agent/ contractor/ employee/ distributor/ supplier and assists Us in any manner in providing the services through the Website. Affiliates and Partners are related to Us only till the extent of their duties performed under their contract with Us.

KYC means Know Your Client.

AML means Anti- Money Laundering.

<u>Hatchnet Account</u> means the account opened by the User on the Website for accessing the Website and/or its internal links and/or any of the Hatchnet Platforms.

<u>Hatchnet Platforms</u> refer to (a) the Website and/or its internal links, (b) the platforms named as: Hatchnet, Hatchnet Premium, Hatchfunds, Hatchcrowd, and (c) the Hatchcoin Management Platforms, considered together or any of them individually as required.

<u>Hatchcoin</u> means a cryptocurrency which can be used on Hatchnet Platforms and has been released by the Company for this purpose.

<u>Hatchcoin Management Platform(s)</u> mean any software or facility or interface provided within or through the Website which allows Users to manage their Hatchcoin holdings and sell or purchase Hatchcoins.

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<u>Privacy Policy</u> means the document located at the link www.hatchworksvc.com which together with the Terms and Conditions govern the collection, storage and sharing of data in the Hatchnet Platforms.

<u>Restricted Countries</u> means People's Republic of China (PRC), Bosnia and Herzegovina, Costa Rica, Democratic People's Republic of Korea (DPRK), Ethiopia, Hong Kong, Iran, Iraq, Israel, Jersey, Syria, Uganda, the United States of America (USA), Vanuatu and Yemen.

Restricted Country means any of the Restricted Countries.

Extreme Disruption Event: An "Extreme Disruption Event" means any of the following events as determined by the Company in its sole discretion:

- (a) A regulatory restriction imposed by any regulator or government authority on the Company or on Users
- (b) A sudden change in laws or regulation in any country which affects functioning of the Hatchnet Platforms
- (c) Transmission of false information or values on any of the Hatchnet Platforms
- (d) Any action based on false information in media or any of the Hatchnet Platforms
- (e) Sudden decrease or increase in transactions in the Hatchnet Platforms
- (f) Any major natural or man-made disaster which affects the Hatchnet Platforms
- (g) Any cyberattack or network failure which affects any of the Hatchnet Platforms
- (h) Any other serious incident which affects the Hatchnet Platforms and is determined to be determined as an Extreme Disruption Event by the Company.

<u>Use(s)</u> means any manner of use of the Hatchnet Platforms for (a) accessing or browsing with/ without registration on the Website (b) conducting trial/or demo actions (c) actions on the Hatchcoin Management Platform (d) holding or purchase or any other action related with the Hatchcoin (e) loading and withdrawal of funds in any form whether cryptocurrencies or fiat currencies (f) linkage with external Wallets or any other payment methods (g) use of any other function on the Website including but not limited to evaluation, trial, testing, use as a customer for participation in legally permitted contests, transfer of data, receipt of advertising, data collection, data submission, data evaluation, data transmission and all other possible activities on the Website and/or its internal links and/or Hatchnet Platforms.

<u>User(s)</u> means any person or persons who Use any or all of the Hatchnet Platforms in any manner. Also referred to as 'You' or 'Your' or 'his' or 'they' when the context requires.

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Other terms may be defined or designated within the document when the context requires by placing them within parentheses '()' immediately after the meaning of the term.

Coverage, Consent and Access

- This T&C will be binding on all persons (natural or legal) who Use Hatchnet Platforms in any
 jurisdiction across the world where it is legally available for access. The User is aware that
 use of Hatchnet Platforms including but not limited to the Website means that they can
 expose themselves to jurisdiction of multiple countries through which the services of the
 Website are provided.
- 2. This T&C and the Privacy Policy should be read and understood by the User as they are binding on him and are non-negotiable to the maximum extent permissible under law. This T&C should be read together with the 'Privacy Policy' for the Website available at www.hatchworksvc.com.
- 3. The Hatchnet Platforms may be prohibited by the local laws of certain countries. Users must ensure that they are in compliance with all laws applicable to them when they access the Website. The User may lose access to Hatchnet Platforms and any assets available or stored within it without any recourse for refund or compensation if (a) it is discovered that the laws of the countries which are applicable to him prohibit the Use of the Hatchnet Platforms, or (b) if he is resident or a citizen of a Restricted Country, or (c) if he accesses the Hatchnet Platforms from a Restricted Country, or (d) the assets used or collected on the Hatchnet Platforms are linked in any manner to any Restricted Country, or (e) the funds used on the Hatchnet Platforms are linked in any manner to any violation of United States, European Union or United Nations sanctions.
- 4. We may use Internet Protocol (IP) based block and/or any other available technology to prevent Users from Restricted Countries. You are in violation of the T&C and may be in violation of laws of multiple jurisdictions if you attempt to circumvent such a block.
- 5. Special provisions for Users based in the USA and/or Citizens or Residents of USA:
 - i. Users based in the USA and/or Citizens or Residents of USA are in direct violation of the laws of the country if they Use the Hatchcoin and you must close all open links and pages related to the Hatchcoin immediately. You must not attempt to do so again in the future unless there is an express change in the T&C of the Hatchcoin.
 - ii. Users based in the USA and/or Citizens or Residents of USA are not permitted to hold, purchase, trade or conduct any transaction related to Hatchcoin.
- 6. Users who attempt to Use or Use any of the Hatchnet Platforms declare that:
 - i. they are over the age of 18 (eighteen) years or the age of majority which enables them to provide valid consent as per the laws applicable to them, whichever is higher
 - ii. they have a sufficient degree of knowledge and experience in use of Hatchnet Platforms
 - iii. they have read and agree with the T&C and Privacy Policy fully and understand the implications of all the provisions of the given documents

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- iv. they understand they may lose all the assets (including Hatchcoins) that they have loaded on the online fund storage platform ('On-site Wallet') on the Website or any other fund storage platform linked with Hatchnet Platforms through their Use of the Hatchnet Platforms
- v. the value of any funds stored in the form of Hatchcoin may vary or be diminished completely due to day to fluctuations of their value or any other event which affects the tokens
- vi. they may be liable for additional payments to Us or other Users or third parties for their activities on the Hatchnet Platforms
- vii. the losses for a User on the Hatchnet Platforms may exceed deposits on the On-site Wallet or any other fund storage platform linked with Hatchnet Platforms
- viii. they have consulted a qualified attorney and/or other professional to clarify any doubts over the T&C and Privacy Policy and the risks and consequences associated with Use of the Hatchnet Platforms
- 7. This T&C and the Privacy Policy may be available in multiple languages but in case of any discrepancy, only the English version will hold good.
- 8. Continued Use of any of the Hatchnet Platforms signifies consent with the T&C and the Privacy Policy in their entirety. If any User disagrees with any of the provisions of the T&C and/or the Privacy Policy, he should immediately terminate Use of all Hatchnet Platforms.
- 9. Users may provide consent for opening a Hatchnet Account through any method including by signing a document or clicking on any required buttons or through transmission of an email or by use of any other authentication options provided by the Website or through any other mode that is required under law.

Data Collection, KYC and Anti-Fraud and AML measures

- 10. Users may be required to provide some or all of the following documents verifying their identity and other personal information to Use the Hatchnet Platforms or create a Hatchnet Account as a part of Our KYC, AML and Anti- Fraud measures. The documents which a User may be required to submit on the Website include the following:
 - (a) Passport or Domestic Citizenship Identification Document or equivalent
 - (b) Tax Identification or Registration Number (in certain cases document conveying such registration)
 - (c) Bank Account Information of the source of the funds being transferred to the On-site Wallet
 - (d) Proof of Address in the form of Government Issued Documents
 - (e) Documents conveying the source of funds used on the Hatchnet Platforms
- 11. The documents mentioned in Clause 10 above are not exhaustive and We may request certain Users to submit additional documents based on Our internal assessment.
- 12. The General threshold for verifying accounts is on transactions above USD 1000 (United States Dollars One Thousand only) through a Hatchnet Account, but We may require Users to

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- verify their accounts or submit documentation below that amount on Our sole discretion. Any Hatchnet Accounts where the User fails to provide all information which is sought or fails to submit any or all of the documentation sought from the User may be closed without notice.
- 13. In certain cases We may require Users to notarise or apostille or undertake similar verification process for the documents submitted by them.
- 14. In addition to the documents specified in Clause 10 above and in all cases of Use of any of the Hatchnet Platforms, We and Our Affiliates and Partners collect the following data from Our Users ('Personal User Information'):
 - (a) Professional qualification and employment history and status
 - (b) Income and wealth information
 - (c) Transaction history
 - (d) Cryptocurrency wallet address (but never Your private key) (if you want to obtain or hold Hatchcoins)
 - (e) Device Information including Device Identification Number, IMEI, Machine Address Code (Mac ID), Serial No., Mobile Number, Network Identification, IP address or any other identification factor which may enable identification of a Cell Phone or a Computer.
 - (f) Location services such as GPS, Wifi location, Mobile Network triangulation or any other service which enables Us to locate Our Users.
 - (g) Images, Videos, any other Files provided by Users to enable Us to provide better services
 - (h) Information collected through Cookies and similar tracking technology to enable Us to provide better services through the Hatchnet Platforms.
 - (i) Crash reporting Usage information which is transmitted by the Hatchnet Platforms automatically or on request by the User.
 - (j) Information which explicitly discloses the Identity of the User such as name, age, Date of birth, telephone or mobile phone number, email, gender, social media information or any other parameter which is disclosed by the User when they register on the Website for a Hatchnet Account or submit a support request by any mode including through email or on the Website.
 - (k) Payment or bank information in case the User provides Us with the same voluntarily for fulfilling any special request.
 - (I) Information and/or access to social media accounts of the User when he chooses to link the same to the Website or accesses the Website using the social media accounts.
 - (m) Personal User Information such as pattern of use of the Hatchnet Platforms, fund access information and information about external wallets
 - (n) Data generated by a User through Use of the Website

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- (o) Any other information which is provided by the User by filling any form or similar data collection method or transmitted by the User voluntarily or when requested by Us.
- (p) Information about source or end use of funds linked to Hatchnet Platforms
- (q) Any communication in any manner between You and Us including through telephone (without warning), Website, Email, in person or any other mode of communication
- (r) Any other information where We are required by law to collect such information
- 15. Any Hatchnet Account which has been opened with information which We believe is incorrect may be closed down and cancelled at any time. If you refuse to provide use with the documents specified in Clause 10 or refuse to share your Personal User Information or Anonymous Information, we may not be able to provide you with permission to Use any or all of the Hatchnet Platforms.
- 16. The Users undertake to ensure and declare that:
 - (a) No funds used in transactions on Hatchnet Platforms or on the Website are related to any illegal activity or are proceeds from any criminal activity in any country across the world
 - (b) none of the Hatchnet Platforms will be used in any manner for money laundering or in violation of any laws
- 17. The Users understand and agree that:
 - (a) Transfer of funds to any other User through the Hatchnet Platforms directly or indirectly is prohibited
 - (b) Transfer, sale, purchase or acquisition by any manner of a Hatchnet Account or Hatchcoins from another User is prohibited, except if it is undertaken in compliance with these Terms and Conditions.
- 18. We also collect anonymised information including but not limited to Website visits, duration, time of access, clicks and other use of Hatchnet Platforms and any transactions made within the Website ('Anonymous Information'). This Anonymous Information does not identify any User directly and can be shared with any advertisers and/or other third parties for advertising or other purposes.
- 19. Personal User Information or any documentation collected from any User under Clause 10 above may be shared by Us with any appropriate agencies or parties for verification or as required for identity, anti-money laundering or any other form of checks.
- 20. We are obliged to share any documentation collected under Clause 10, Personal User Information or Anonymous Information on request or orders from any competent Judicial or Administrative authorities empowered to seek such data as per the laws of the countries where We operate. We are under no obligation to transfer information about any such requests to Our Users but may attempt to do so unless prohibited by law.
- 21. Users are requested to read and understand the Privacy Policy which may cover additional subject areas of collection and usage of their data. The Privacy Policy and these Terms and

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Conditions together govern the Use of the Hatchnet Platforms and both the documents cannot be read in isolation.

Usage of the Hatchnet Platforms

- 22. Use and access of the Hatchnet Platforms is provided at Our sole discretion and We have the right to terminate or regulate in any manner the right to Use the Hatchnet Platforms for any User at any time without prior notice. In exceptional situations and/or on instructions by competent judicial or law enforcement authorities of any jurisdiction, the regulation of the rights may extend to holds placed on withdrawal of any funds in the Hatchnet Account and/or On-site Wallet or any other action as deemed fit by Us.
- 23. The Hatchnet Platforms have been created with an aim to provide information about potential opportunities to communicate with corporations/start-ups which may seek funds from eligible investors mostly at an early stage of their corporate life, i.e. prior to an Initial Public Offering (IPO).
- 24. The transactions related to the actual investment by interested investors in the corporations/start-ups takes place in external platforms which are in no way related to the Hatchnet Platforms. Hatchnet Platforms or Hatchcoins are not marketed as a vehicle for any financial trading or investment and should not be used for these purposes in any manner.
- 25. Hatchnet Platforms should only be used to obtain basic non-financial or general information about the corporations/start-ups which is in no way linked to any promotion or sale of securities or financial instruments. The information contained in the Hatchnet Platforms is not an invitation to invest in shares or other securities, or any other products or services or otherwise deal in these or enter into a contract with the Company or any corporations/start-ups. The information provided should not be relied upon in connection with any investment decision. You should always seek appropriate professional advice in relation to such.
- 26. Investments in corporations/start-ups, undertaken in any form, may be risky and the User may lose all of the funds invested. The Company does not endorse or recommend any corporation/start-up which may be listed in the Hatchnet Platforms. Users are requested to conduct their own due-diligence before investing in any corporation/start-up listed on the Hatchnet Platforms.
- 27. Users must contact qualified financial advisors and legal professionals before undertaking any investments, and any investments made by Users in any corporation/start-up listed on the Hatchnet Platforms is made exclusively at their own risk. The Company does not accept any liability whether direct or indirect including but limited to any financial losses linked to such investments.
- 28. Hatchnet Platforms should not be used for any activity which is considered as illegal under the laws of the United States, United Kingdom or the country of the residence of the User who is Using the Hatchnet Platforms.

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29. Hatchnet Platforms should not be used in any manner whether directly or indirectly for violation of United States, United Nations or European Union sanctions. Any User who is found to be in violation of this policy may be prosecuted under the laws of any country whose laws have been violated and will also be required to indemnify the Company and all its Affiliates and Partners and all third parties who have been affected by such actions of the User.

Special Conditions for transactions made on the Hatchnet Platforms

- 30. The Hatchnet Platforms may allow select transactions in the future such as the possibility to use a crowdfunding platform. The Use of such platforms will be governed by special conditions which will be released later.
- 31. Any transaction by any User on any Hatchnet Platform is not modifiable or after conclusion. The User has the obligation to fulfil the obligation and may be exposed to legal proceedings in case of failure to complete his obligations as per the terms of the contract.
- 32. Users are required to pay all necessary taxes according to the laws applicable to them for any transactions undertaken by them on Hatchnet Platforms. The Company or Hatchnet Platforms are not responsible for collection of any taxes to the maximum extent possible under law. In any exceptional circumstances when the Company is required to deduct taxes or charges under the laws of any country, the Company will seek requisite information from the Users to fulfil such obligation.
- 33. All transactions are conducted on the Hatchnet Platforms at the sole will, risk and instructions of the User initiating the transaction as identified by the Hatchnet Account and We are no obligation to compensate or indemnify any User for any losses or presumed loss of profits due to failure or error in any transactions.
- 34. In case a Hatchnet Account of a User is frozen, terminated or suspended fully or partially by Us for any reason, We may at Our sole discretion decide to honour any contractual obligations which We believe were entered into without violation of any laws or the Terms and Conditions.
- 35. A User may decide to close his Hatchnet Account by communicating his desire for the same at info@hatchworksvc.com. Prior to closure of a Hatchnet Account, a User must have completed all required KYC and AML formalities including submission of Personal Information and Documents and also must have completed any pending transactions in the Hatchnet Platforms.

36. Policy on Cancelled, Suspended, Inactive or Dormant Accounts:

(a) A Hatchnet Account which has not been used to hold the minimum amount of Hatchcoins required to maintain a Hatchnet subscription, will be considered as an Inactive or Dormant account after a consecutive period of 365 (Three hundred and sixty five) days has elapsed with insufficient Hatchcoins.

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- (b) The assets in a dormant or inactive account may be transferred to a registered Charity determined by Us. Users may still be able to recover some assets if the transfer to a registered Charity has not been carried out for a certain reason and such Hatchnet Account holders should contact us at info@hatchworksvc.com immediately.
- (c) In case a Hatchnet Account is terminated or cancelled or suspended, the User may in exceptional circumstances be able to recover the assets by contacting Us immediately at info@hatchworksvc.com

General Terms of Usage

- 37. All transactions and contracts which may be conducted on the Hatchnet Platforms, Use of the Hatchnet Platforms and the Terms and Conditions and Privacy Policy themselves will be governed by the laws of SVG only.
- 38. The User agrees to submit all disputes regarding transactions which may be conducted on the Hatchnet Platforms, Use of the Hatchnet Platforms and the Terms and Conditions and Privacy Policy exclusively to Courts in SVG only.
- 39. Any User may open only a single Hatchnet Account on the Website and should conduct any transactions using that account on the Hatchnet Platforms. Any duplicate accounts or additional accounts opened using false information and declaration by any User ('Fraudulent Account(s)') may be cancelled at any time.
- 40. The User will be solely liable for any liabilities which may arise from the creation or Use of Fraudulent Accounts and the User agrees to indemnify and hold Us, Our Affiliates and Partners and other Users harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with the Use of the Fraudulent Account(s).
- 41. Any User must open a single Hatchnet Account only for himself and opening or operating or Use of any Hatchnet Account(s) for any other User or acting on their behalf is strictly prohibited.
- 42. Any non-compliance with the provisions of the Terms and Conditions or the Privacy Policy or the laws of any jurisdiction which govern Us or the User may lead to the cancellation of the Hatchnet Account for the User and legal proceedings may be commenced against the User involved in such acts by Us or the law enforcement authorities. In these situations, We will not be responsible to provide any refunds or compensation.
- 43. All Users have the responsibility to ensure that all transactions conducted on Hatchnet Platforms from their Hatchnet Account are settled. The User would be solely responsible for any transaction conducted from his Hatchnet Account and would be liable to pay for and settle any and all transactions including any cryptocurrency or fiat currency transactions conducted from his Hatchnet Account. Another person or software bot or a minor should not be provided with access or allowed to Use the Hatchnet Account belonging to a User at any

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- cost and the User would be liable for all liabilities arising from their transactions or acts or omissions.
- 44. The Company may conduct an Initial Exchange Offering (IEO), Token Sale or similar sale of Tokens or cryptocurrencies for the sale of Hatchcoin. Such a sale of Hatchcoin and use of the Hatchcoin may be governed by separate policies which will be released later. The value of Hatchcoins, owing to market conditions or otherwise, may fluctuate dramatically and, may go to zero resulting in substantial losses.
- 45. As a User of the Hatchnet Platforms, You understand and agree to the following:
 - (a) We and Our Partners and Affiliates have exclusive rights including but not limited to intellectual property rights, ownership and moral rights over all components of the Hatchnet Platforms including but not limited to the Website.
 - (b) The Hatchnet Platforms may contain protected intellectual property which belongs to Us and/or Our Partners and Affiliates and Users have no claim to the same.
 - (c) The Hatchnet Platforms may contain licensed protected intellectual property which belongs to a third party and is being used by Us and/or Our Partners and Affiliates under a license or similar permission and Users have no claim to the same.
 - (d) Although, We attempt to provide the highest degree of security and adhere to the latest cyber security guidelines, We cannot guarantee that the Hatchnet Platforms will be malware or Virus free. We request the User(s) to ensure that they ensure that the check the Hatchnet Platforms using their own antivirus or antimalware software before using them. We also request Our Users to install and maintain the latest version of operating system and security software and scan Our Website when accessing it. We will not accept any claims for any losses of any nature from the presence of any malware or virus in the Website or any other Hatchnet Platform and will not indemnify any Users for the same.
 - (e) We retain the exclusive ownership and all other applicable rights including intellectual property rights over any content which may be generated by any User through his use of the Hatchnet Platforms. Even if the User may have inherent claims over such content in some jurisdiction, through use of the Hatchnet Platforms, the User has agreed to transfer all such rights without any additional compensation to Us.
 - (f) We retain the exclusive right to terminate any license and block any User from using or accessing the Hatchnet Platforms at any time without providing any reason for the same. Users have no right to claim unhindered use of the Hatchnet Platforms.
 - (g) We may discontinue the services of any or all of the Hatchnet Platforms at any time at Our sole discretion and Users have no claim to any compensation.
 - (h) All User accounts and/or licenses are non-transferable without explicit written permission from Us.
 - (i) The Terms and Conditions, Privacy Policy and any other related documents issued by Us may be changed at any moment without prior intimation to any User. The User would be provided with an opportunity to accept or decline with the changes once they have been

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- made and a Hatchnet Account may be frozen, suspended or cancelled if a User does not provide his consent to the modified Terms and Conditions or Privacy Policy or any other related documents issued by Us
- (j) In case you click on any advertisement or other link provided in the Hatchnet Platforms, you may be directed to any external websites. We do not guarantee the safety or authenticity of any of these websites and We do not control them in any manner. Users are requested to take all necessary precautions while accessing them or sharing any information with them.
- (k) You should not be involved in any transaction on any Hatchnet Platform which you do not understand completely.
- (I) We do not provide any warranty regarding the suitability of any part or the whole of Hatchnet Platforms and equipment used by Us including computer systems, technology, hardware, networks, software for a particular purpose and will not indemnify or compensate any User for any losses arising from the use of any of the Hatchnet Platforms.
- (m) Any information provided by Us on any of the Hatchnet Platforms, the Website, any blogs maintained by Us or newsletters and emails sent by Us is not intended to be financial or investment advice and We do not accept the responsibility for the accuracy or the correctness of the information. We also do not accept any liability for any transactions conducted on the basis of such information.
- (n) Hackers or other malicious groups or organizations may attempt to interfere with the Hatchnet Platforms in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, phising attacks, smurfing and spoofing ('Hacking Attack(s)'). Although We make reasonable efforts to secure Our Users against such incidents, We cannot guarantee that Our Users will be protected. We will not accept any claims from any damages or losses arising from Hacking Attacks and will not indemnify Users for losses from On-site Wallet and external Wallet(s) linked to their Hatchnet Account resulting from a Hacking Attack linked to Use of any Hatchnet Platform. Users are requested to maintain extreme caution and take steps to protect themselves from losses in their On-site Wallets by maintaining an absolute minimum amount of funds on their On-site Wallets.
- (o) You may be liable under law in multiple jurisdictions for any illegal activities conducted on the Hatchnet Platforms and you will be solely responsible for all consequences of the same. We reserve the right to inform law enforcement agencies and regulatory authorities about any violation of laws and reserve Our right to proceed in terms of law to penalise such offenders and/or to protect Our interests
- 46. We are not liable directly or indirectly whatsoever for any losses to any User for any of the following:

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- (a) Any losses to a User or third party attributable to any delays, losses, errors or omissions resulting from the failure or mismanagement of the blockchain, or any computer equipment or software.
- (b) Any loss or damage to data or records maintained by Us or the any cryptocurrency blockchain
- (c) Losses caused by Government or regulatory action of any country
- 47. As a User of any of the Hatchnet Platforms you declare that you will not:
 - (a) Violate any intellectual property rights of any party including Us, Our Partners and Affiliates, Our advertisers and any other User.
 - (b) Indulge in activities which are prohibited by law in the jurisdictions which govern you and/or where We operate.
 - (c) Indulge in any illegal activities prohibited by applicable national or international laws.
 - (d) Provide fraudulent or fake information or misrepresent as another person when opening a Hatchnet Account.
 - (e) Undertake any scraping, mining, denial of service attack, distributed denial of service attack, hacking or other illegal activities on any of the Hatchnet Platforms.
 - (f) Use the Hatchnet Platforms at any time to illegally spread any software or code.
 - (g) Modify the computer hardware or software that you use with the Hatchnet Platforms to transmit misleading or false information about your location, age or any other information that it seeks.
 - (h) Use any other User's Hatchnet Account.
 - (i) Disclose any bugs or security issues in any of the Hatchnet Platforms without disclosing it to Us and providing Us with a 30 (Thirty) day written notice that you intend to disclose it to any other party. The bugs or security issues discovered in the Hatchnet Platforms can at no time be used for any illegal purpose or for gaining an unfair advantage in the Hatchnet Platforms.
 - (j) Upload, propagate or distribute any sensitive, potentially racial, criminal, pornographic or illegal content including information pro<u>t</u>ected by intellectual property laws anywhere in the world.
 - (k) Disseminate, modify, reassemble, reverse-engineer or Use the Hatchnet Platforms in any manner which may be considered beyond the normal use of the Hatchnet Platforms.
 - (I) Use the Hatchnet Platforms and any linked platforms such as blogs or support forums for transmission of any illegal, false, frivolous, defamatory or fake information. We retain the sole right to delete any information from the Hatchnet Platforms and any linked platforms such as blogs or support forums uploaded by any party at Our sole discretion.
 - (m) Use the Hatchnet Platforms to secure any immoral or illegal gains.
 - (n) Use the Hatchnet Platforms and any linked platforms to harass, harm or perform illegal activities against other Users, Us or any other third parties.

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- 48. We reserve the right to suspend the functioning of any or all of the Hatchnet Platforms including the Website for an indefinite period of time without prior notice in case of the following events:
 - (a) When We believe that the Hatchnet Platforms may not be operated without harm to the interests of the User and/or the Company due to regulatory, economic, military, political or any other circumstances outside Our control which We determine may or already has severely affected Our functioning and/or the functioning of the Hatchnet Platforms.
 - (b) When We in Our opinion are unable to calculate the price of the assets used in the contracts

Disclaimer and Indemnity

- 49. Through acceptance of the T&C and the Privacy Policy, you accept to hold Us and Our Partners and Affiliates harmless for any physical, mental or financial harm which may be caused by your Use of any of the Hatchnet Platforms including the Website.
- 50. Although, We try to maintain the highest degree of functionality for the Hatchnet Platforms including the Website, there may be scheduled or unscheduled interruptions in service for reasons beyond Our control. We will try to inform Our Users at the earliest about such possible disruptions but may fail under certain circumstances. We do not undertake to honour any claims for losses arising from such disruptions.
- 51. Although, We try to build the most stable builds of Hatchnet Platforms, they may not perform as expected under certain circumstances. We request you to inform Us immediately about any such situations and stop using the Website and other Hatchnet Platforms immediately till We resolve the problem. We will not be liable to compensate the Users or any third party for any claims arising from the non-performance or failure of the Hatchnet Platforms provided that We have taken reasonable steps to prevent any such failure.
- 52. We may try to contact you periodically with offers, updates, news and other promotional services. None of this may be considered as financial or investment advice and We bear no liability from Use of such information. Users may unsubscribe from these notifications by contacting Us at info@hatchworksvc.com or through any other option provided by Us.
- 53. We do not ever request any financial information directly through phone, messages or email or through any other unsecure mode of communication and We request Our Users to report any such incidents to Us through email at info@hatchworksvc.com We will not be responsible for any financial losses incurred through such financial crimes.
- 54. <u>Disclaimer of Warranties:</u> YOUR USE OF ANY OF THE HATCHNET PLATFORMS AND SERVICES ARE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE

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- SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR -FREE BASIS, AND WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT.
- 55. LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED TEN UNITED STATES DOLLARS (\$10). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.
- 56. Through Use of any of the Hatchnet Platforms, you agree to hold harmless, defend and indemnify Us and all Our subsidiaries, affiliates, partners, employees, advertisers, suppliers and all other related parties from and against any third party claim arising from or in any way related to the breach of the T&C, Privacy Policy and local or international applicable laws, rules or regulations in connection with your Use or access of the Hatchnet Platforms, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

Queries and Clarifications

57. In case of any complainants, suggestions, queries or clarifications you can contact Us at Our email id: info@hatchworksvc.com and We will make Our best effort to respond to your queries within 1-2 (One to two) weeks. The Complaints in most cases should finally be

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- resolved within around 2-4 (two to four) weeks of receipt of complete details and all information sought by Us.
- 58. We reserve the right to delete any content which We consider undesirable from Our Website, Social Media pages and other forums. We also reserve the right to block any Users from Our email inboxes, Website, Social Media pages and all other forums for posting content, which We consider undesirable or at Our sole discretion without assigning any reason.

Other terms

- 59. All Communication shall be made with Us and will be made by Us in English only.
- 60. The Privacy Policy and Terms and Conditions may be updated from time to time and the version available at www.hatchworksvc.com on a given date will be considered as the governing document for any incidents arising on that date. Only the latest version of the Privacy Policy and Terms and Conditions will be available on the Website. Users have the sole responsibility to download and save any copies of the Privacy Policy and Terms and Conditions on a particular date if they require them. No request for supplying older versions of the Privacy Policy and Terms and Conditions will be accepted.
- 61. The Terms and Conditions will not be interpreted against one party merely as it was drafted by the party.
- 62. **Force Majeure:** The Company shall not be held responsible for any delay or failure in performance arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, or national disasters.
- 63. For purposes of this Terms and Conditions document, whenever the context requires:
 - (a) the singular number shall include the plural, and vice versa;
 - (b) the masculine gender shall include the feminine and neuter genders,
 - (c) the feminine gender shall include the masculine and neuter genders,
 - (d) the neuter gender shall include the masculine and feminine genders; and the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.
- 64. By using the Website and any other Hatchnet Platform, the User accepts that he/she has read and accepted the entire Terms and Conditions document and is legally competent to provide consent under laws of all jurisdictions which cover his Use of the Hatchnet Platforms.
- 65. In case You are resident within the European Economic Area (EEA): All EEA Residents will be considered to have provided valid consent to the Terms and Conditions under the GDPR when they open a Hatchnet Account by signing a document or clicking on any required buttons or through transmission of an email or by use of any other authentication options provided by the Website or through any other mode that is required under law.

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